

**Lance J.M. Steinhart, P.C.**  
Attorneys At Law  
1725 Windward Concourse  
Suite 150  
Alpharetta, Georgia 30005

Also Admitted in New York

Telephone: (770) 232-9200  
Facsimile: (770) 232-9208  
Email: lsteinhart@telecomcounsel.com

September 25, 2012

**VIA OVERNIGHT DELIVERY**

Mr. Dave Danner, Executive Director  
State of Washington  
Utilities and Transportation Commission  
1300 S. Evergreen Park Dr., SW  
Olympia, WA 98504

Re: i-wireless, LLC; Docket UT-101640

Dear Mr. Danner:

Pursuant to Order No. 01 issued September 13, 2012 in the above referenced docket, Appendix B No. 2, enclosed please find for filing and approval an original and twelve (12) copies of i-wireless, LLC's compliance filing containing the following in regards to its ETC designation in Washington:

- Attachment A: Information on Lifeline rates, terms and conditions
- Attachment B: Proposed Lifeline advertising language and sample advertisements
- Attachment C: Lifeline Customer Application Form

Please be advised that i-wireless, LLC will implement the following updates to its Lifeline rate plans effective October 1, 2012 (as reflected herein) in an effort to bring increased value to Lifeline customers: the 150-Minute Plan will be grandfathered for existing customers but no longer marketed; the 250-Minute Plan will be enhanced to include the ability to rollover unused minutes and to participate in the Kroger Free Minute Loyalty Program; and the additional minute options will include preset amounts of text and data, in addition to voice.

I have also enclosed an extra copy of this letter to be date stamped and returned to me in the enclosed, self-addressed, postage prepaid envelope. If you have any questions or if I may provide you with any additional information, please do not hesitate to contact me. Thank you.

Respectfully submitted,

Lance J.M. Steinhart  
Attorney for i-wireless, LLC

Enclosures  
cc: Nicki Wollenhaupt

RECEIVED  
RECORDS MANAGEMENT  
2012 SEP 26 AM 10:22  
STATE OF WASHINGTON  
UTIL. AND TRANSPORTATION  
COMMISSION

## **ATTACHMENT A**

Information on Lifeline rates, terms and conditions

## Lifeline Rate Plan Summary

### Non-Tribal

#### **Option 1: Lifeline 250 Minutes Plan\***

250 anytime minutes per month

*(Unused minutes rollover as long as a minimum of \$10 has been added to the account within the previous 60 days or a FREE MINUTES reward has been earned in the prior 45 days)*

Net cost to Lifeline customer: **\$0**

#### **Option 2: Lifeline Retail Discount Plan\***

Lifeline eligible customers may apply their Lifeline discount, currently \$15, to any i-wireless monthly retail plan (excluding text only plans). Unused minutes roll over to following month (up to 1500). The following retail monthly plans are currently available:

##### Talk Plans (monthly)

- 200 anytime minutes, unlimited text messages, and 200 megabytes of data (web browsing and e-mail on capable phones) (additional usage priced at 10 cent minutes)  
Net cost to Lifeline customer: **\$10** (plus applicable taxes and fees)
- 1,000 minutes, unlimited text messages and 500 megabytes of data (web browsing and e-mail on capable phones) (additional usage priced at 10 cent minutes)  
Net cost to Lifeline customer: **\$25** (plus applicable taxes and fees)
- Unlimited talk (10 cents per text message; data packs sold separately)  
Net cost to Lifeline customer: **\$25** (plus applicable taxes and fees)
- Unlimited talk, unlimited text messages and 2.5 gigabytes of data (web browsing and e-mail on capable phones)  
Net cost to Lifeline customer: **\$45** (plus applicable taxes and fees)

*\*both options include:*

- Free handset
- Free Voicemail, Caller-ID and call waiting
- Free calls to Customer Service
- Free calls to 911 emergency services
- Free balance inquiries
- Customer can earn additional free minutes through Kroger Free Minute Loyalty Program

#### **Additional Airtime:**

<b>Amount</b>	<b>Talk Minutes</b>	<b>Unlimited Text</b>	<b>Data</b>	<b>Picture Mail</b>
\$10	150	10 days	100MB	25
\$25	300	30 days	.5G	50
\$50	Unlimited	30 days	1G	100

## Lifeline Rate Plan Summary

### Tribal

#### **Option 1: Lifeline Unlimited Talk\***

Unlimited monthly voice usage

(outgoing text messages priced at 10 cents per message, data usage priced at \$1.00 per megabyte and billed in 500 kilobyte increments)

Net cost to Tribal Lifeline customer: **\$0**

#### **Option 2: Lifeline Retail Discount Plan\***

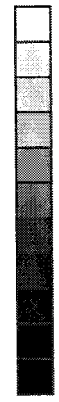
Lifeline eligible tribal customers may choose any i-wireless monthly retail plan (excluding text only plans) at a discount, currently \$40. The following retail monthly plans are currently available:

##### Talk Plans (monthly)

- 1,000 minutes, unlimited text messages and 500 megabytes of data (web browsing and e-mail on capable phones) (additional usage priced at 10 cent minutes)  
Net cost to Lifeline customer: **\$0** (plus applicable taxes and fees)
- Unlimited talk, unlimited text messages and 2.5 gigabytes of data (web browsing and e-mail on capable phones)  
Net cost to Lifeline customer: **\$20** (plus applicable taxes and fees)

##### *\*Both Options includes:*

- Free handset
- Free Voicemail, Caller-ID, and call waiting
- Free calls to Customer Service
- Free calls to 911 emergency services
- Free balance inquiries
- Unused minutes roll over to following month (up to 1500)
- Customer can earn additional free minutes through Kroger Free Minute Loyalty Program



# access WIRELESS



[www.accesswireless.com](http://www.accesswireless.com)

**Lifeline Assistance is only available on one wireless phone per household and is available in limited geographic areas. All Lifeline supported programs are identified as "Lifeline" and may be marketed under other brand names.**

Access Wireless is a Lifeline Assistance program supported by the Universal Service Fund. Access Wireless users are subject to the Access Wireless Terms and Conditions of Service available at [www.accesswireless.com](http://www.accesswireless.com).

Access Wireless coverage is provided on the Sprint® Network.

## As an Access Wireless user, you can add money to your account by:

- Purchasing an Access Wireless or i-Wireless airtime card at Kroger-owned stores
- Using a debit or credit card to add minutes
- Purchasing a PIN at convenience stores nationwide



Free Access Wireless phones vary by handset manufacturer and model and are dependent on inventory availability. Pricing listed includes domestic calling only.

To enroll in the FREE MINUTES Rewards loyalty program, simply register your Shopper's/Rewards card when you activate your phone.



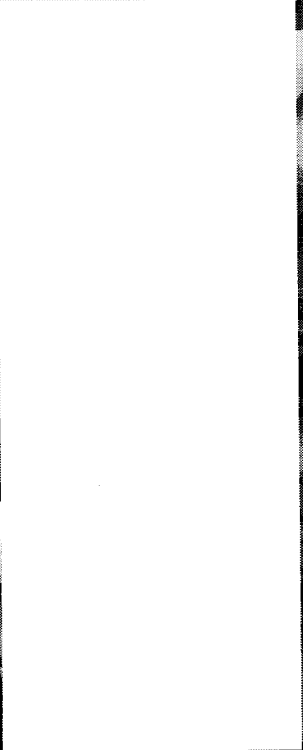
AWACTIV10RT0512

# access WIRELESS



## ACTIVATE YOUR PHONE

- 1 Insert battery (included) into the back of the phone. Attach the phone to the charger (included) and plug your phone into an electrical outlet to charge.
- 2 Power on your phone.
- 3 Dial 611 from your Access Wireless phone and press the green TALK key to complete the activation process.
- 4 Once the activation process is complete, your phone will be ready for use.



9/10/12 5:57 PM



access **WIRELESS**

**free** PHONE & **250 FREE MINUTES OR TEXTS EACH MONTH**

**What else do I get with Access Wireless?**

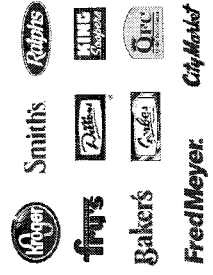
- \* FREE Access Wireless phone & FREE airtime
- \* FREE voicemail, call waiting, caller ID & 911 access
- \* FREE domestic long distance
- \* FREE nationwide coverage on the Sprint® network
- \* No contracts, monthly bill or activation fees

**Keep Your Access Wireless Phone Active**  
 You must use your Access Wireless phone in order to continue receiving your free Lifeline benefit. Make at least one voice call or send a text message each month. If you do not regularly use your phone, your Lifeline service may be discontinued and your phone will no longer be active.

**Managing Your Account**  
 Use the My Account feature on your phone (MENU>TOOLS>MY ACCOUNT) or online at [www.accesswireless.com](http://www.accesswireless.com) to check your balance, add money to your account, change rate plans or register for the FREE MINUTES program. You must renew your Access Wireless service each year as part of the annual re-certification process.

**EARN FREE MINUTES IN THE CHECK LANE**

You earn **FREE MINUTES** when you shop at these Kroger-owned stores and use your Shopper's Card. For every \$100 you spend in-store, you automatically receive a **FREE MINUTES** reward! \*\* Call 611 from your Access Wireless phone to register.



**NEED MORE?  
 ADD AIRTIME**







		<b>150 Anytime Minutes        UNLIMITED Texts for 10 days        100 MB Data</b>
		<b>300 Anytime Minutes        UNLIMITED Texts for 30 days        500 MB Data</b>
		<b>UNLIMITED Minutes &amp;        UNLIMITED Texts for 30 days        1 GB Data</b>

Illustration does not mean unavailability.

Incoming and outgoing text messages are included in the free monthly airtime credit on the Access Wireless 250 Minutes Text Plan. Additional incoming texts will be charged at the rate of 10¢ each. Monthly Lifeline credit is applied on the same date each month. Unused minutes from previous months do not carry over into the next month. When a new bill is received, a minimum of \$10 of your account within the past 60 days or has expired a FREE MINUTES stamp in the past 45 days. If you do not receive a bill the next month, your account will be credited with 60 days of FREE MINUTES. Texts from carriers are not included. Lifeline service is available for up to 10 days after your last bill. Credit will automatically be restored from the next business day. For more information, visit [www.accesswireless.com](http://www.accesswireless.com). \*\* Qualifying purchases only. Food stamps purchases may apply to the rewards program. For details on the FREE MINUTES program, visit [www.accesswireless.com](http://www.accesswireless.com). Complaints concerning Lifeline service can be directed to the Washington State Office of the Attorney General, Consumer Protection Division, at 800-551-4536.



**Call 1-800-464-6010**  
or print out an application to apply.

## Terms and Conditions

Terms and Conditions

Updated 09/20/2012

### Introduction

Access Wireless is brought to you by i-wireless LLC and is a Lifeline Assistance program supported by the federal Universal Service Fund program ("Lifeline Assistance"). i-wireless LLC provides the Access Wireless mobile telecommunications services exclusively with Access Wireless phones provided free of charge, as well as select i-wireless phones purchased from the Kroger family of store locations or an authorized retailer.

### Basic Definitions

In this document: (1) "we," "us," "our" and "Access Wireless" mean i-wireless LLC; (2) "you," "your," "customer," and "user" mean an account holder or user with us; (3) "Device" means any phone, airtime card, mobile broadband device, any other device, accessory, or other product that we provide you, we sell to you, or is active on your account with us; (4) "Service" means our offers, rate or service plans, options, wireless services, billing services, applications, programs, products or Devices on your account with us. "Service(s)" also includes any other product or service that we offer or provide to you that reference these General Terms and Conditions of Service ("T&C's").

### The Service Agreement

These T&C's are part of your service agreement with us (the "Agreement") and constitute a contract under which we provide you Services under terms and conditions that you accept. THIS CONTRACT CONTAINS A MANDATORY ARBITRATION PROVISION THAT DISALLOWS CLASS ACTIONS, A CLASS ACTION WAIVER PROVISION, AND A JURY WAIVER PROVISION. In addition to these T&C's, there are several parts of the Agreement, which includes but is not limited to the following: (i) the Access Wireless application; (ii) the subscriber agreement or transaction materials that you sign or accept; (iii) the plan(s) that you choose as set forth in our written services and transaction materials that we provide or refer you to during the sales transaction (if your service plan is not specifically set forth in any in-store brochure or printed materials, the requirements and terms set forth in the current Agreement and transaction materials apply, excluding service plan features such as pricing or minute, message and data allocation); (iv) any confirmation materials that we may provide to you; and (v) the terms set forth in the coverage map brochures. It is important that you carefully read all of the terms of the Agreement.

### Additional Terms

Additional terms will apply when you use certain applications, programs, Devices, and service, and these terms may come from Access Wireless or a third party. You are subject to any terms provided by the third party, and the terms are directly between you and that third party. Access Wireless is not responsible for these third-party items and associated terms.

## Our Policies

Services are subject to our business policies, practices, and procedures ("Policies"). You agree to adhere to all of our Policies when you use our Services. Our Policies are subject to change at any time with or without notice.

## When You Accept The Agreement

You must have the legal capacity to accept the Agreement. When you accept the Agreement, you promise that you are at least 18 years old and meet the eligibility standards. You accept the Agreement when you do any of the following: (a) accept the Agreement through any printed, oral or electronic statement, for example, on the Web by electronically marking that you have reviewed and accepted; (b) activate a Device; (c) attempt to or in any way use the Services; or (d) open any package or start any program that says you are accepting the Agreement when doing so. If you do not want to accept the Agreement, do not do any of these things.

## Service Activation

To activate the Service, you must activate your Access Wireless Device. To establish an account balance, pay subscription charges or make any other appropriate payments, follow the instructions provided with the equipment; at [www.accesswireless.com](http://www.accesswireless.com) or through Access Wireless Customer Care.

## Availability

Access Wireless is only available for activation by customers who reside in the areas in which i-wireless, or, in certain cases, an affiliate has been designated as an Eligible Telecommunications Carrier ("ETC"). Your principal residence address must be within an i-wireless ETC designation service area. Visit [www.accesswireless.com](http://www.accesswireless.com) to check whether you reside in an i-wireless ETC service area. To be eligible for Access Wireless service, you must meet the applicable eligibility standards described below, which may be amended from time to time.

## Eligibility

Eligibility for Access Wireless service varies by state. You may qualify for Access Wireless if you participate in any of the government assisted programs listed on your Access Wireless state application form or based on household income eligibility standards. If you seek to qualify for Access Wireless based upon participation in a qualifying federal or state program, you are required to provide proof of program participation such as a program identification card or other social service agency document that shows you currently participate in a qualifying federal or state program. If you seek to qualify for Access Wireless under the household income standards, you are required to provide written documentation of your household income. Your account will remain active as long as you meet the applicable eligibility standards for Access Wireless. You are responsible for notifying Access Wireless if you no longer meet the applicable eligibility standards for Access Wireless. Additionally, if you receive a notice from Access Wireless requesting that you confirm your eligibility status, you must do so. Specific information regarding eligibility verification is listed in the Important Service/Product Specific Terms.

## One Lifeline Assistance Discount Per Economic Unit

Lifeline Assistance is limited to one economic unit per household (landline or wireless). An economic unit is defined, for purposes of the Lifeline programs, as any individual or group of individuals who live together at the same address and share income and expenses. An economic unit is not permitted to receive Lifeline benefits from multiple providers. Violation of the one benefit per economic unit rule constitutes a violation of the federal rules and will result in de-enrollment from the Lifeline program and potentially prosecution by the United States government. You consent to have your personal identification information, including name, telephone number and address shared with the universal Service Administrative Company (USAC) (the Lifeline Program administrator) and/or its agents for the



purpose of confirming that neither you nor your household receive more than one Lifeline benefit. If you or any member of your family unit receives Lifeline Assistance from any other telephone company, you are responsible for notifying your current service provider that you have been approved for Lifeline Assistance through Access Wireless.

## **Eligibility is Personal**

Eligibility for Access Wireless is personal to you. You may not transfer to any third party any of your rights or benefits received under the Access Wireless service, including, but not limited to, any voice minutes received under the Access Wireless service.

## **Consent to Disclosure of Information**

By completing the Access Wireless application, you consent to the release of your information, (including financial information) to our designated agent for the administration of your Access Wireless service. This consent survives the termination of this Agreement. You further authorize Access Wireless to discuss with or access information from state or federal agency representatives concerning your eligibility for and participation in the Lifeline Assistance program. Access Wireless reserves the right to review your eligibility status at any time and require you to provide Access Wireless with written documentation of either your household income or your participation in a qualifying federal or state program.

## **Our Right to Change the Agreement and Your Related Rights**

We may change any part of the Agreement at any time, including, but not limited to, rates, charges, how we calculate charges, discounts, coverage, technologies used to provide services, or your terms of Service. We will provide you notice of material changes – and we may provide you notice of non-material changes – in a manner consistent with this Agreement (see “Providing Notice to Each Other Under the Agreement” section). If you continue to access or use our Services or increase your account balance on or after the effective date of a change, you accept the change. Do not access or use our Services after the effective date of the change if you decide to reject the change and terminate Service. You will not be entitled to any credit for the unused portion of your account balance if you decide to terminate Service in response to a change to the Agreement.

## **Our Right to Suspend or Terminate Services**

We can, without notice, suspend or terminate any Service at any time for any reason. For example, we can suspend or terminate any Service for the following: (a) failure to have or maintain an appropriate account balance for applicable charges; (b) harassing/threatening/abusing/offending our employees or agents; (c) providing false or inaccurate information; (d) interfering with our operations; (e) using/suspicion of using Services in any manner restricted by or inconsistent with the Agreement and Policies; (f) breaching, failing to follow, or abusing the Agreement or Policies; (g) modifying a Device from its manufacturer specifications (for example, rooting the device); or (h) if we believe the action protects our interests, any customer's interest, or our networks.

## **Your Right To Change Services & When Changes Are Effective**

The account holder can typically change Services upon request. In some instances, changes may be conditioned on payment of certain charges. The effective date of any changes will depend on our Policies, the old Services, and the requested Services. We will not credit or refund any subscription or other charges as a result of a change in Services. We may—but are not obligated to provide you the opportunity to authorize someone else to make changes to your Services. You are responsible for any changes to your Services made by a person you authorize, and those changes will be treated as modifications to this Agreement.

## Restrictions on Using Services

You can't use our Services: (a) in a way that could cause damage or adversely affect any of our other customers or our reputation, networks, property or Services; (b) in any way prohibited by the Terms of our Services, the Agreement, or our Policies. You cannot in any manner resell the Service to another party. For additional restriction on the use of our Services, see our Terms of Use Policy which is available on our website, and the detailed plan or other information on Services that we provide or refer you to during the application or sales process.

## Your Device, Number & Email Address; Caller ID

We don't manufacture any Device we might sell to you or that is associated with our Services, and we are not responsible for any defects, acts or omissions of the manufacturer. The only warranties on your Device are the limited warranties given to you by the manufacturer directly or that we pass through. Device performance may vary based on device specifications (for example, a device's software, memory, and storage), and device performance may impact access to all of our Services. This Device is sold exclusively for use with our Service and in other coverage areas that we may make available to you. As programmed, it will not accept wireless service from another carrier, you have no—and cannot gain any (for example, through publication, use, etc.) -proprietary ownership, or other rights to any phone number, identification number, email address, or other identifier that we assign to you, your Device or your account. We'll notify you if we decide to change or reassign them.

## Porting/Transferring a Phone Number

We do not guarantee that number transfers to or from us will be successful. If you authorize another carrier to transfer a number away from us, then that is considered a request by you to us to terminate all of the Services associated with that number.

## Coverage

Our coverage maps are available on our website at [www.accesswireless.com](http://www.accesswireless.com). The specific network coverage you get will depend on the radio transmissions your Device can pick up and Services that you've chosen. Our coverage maps provide high-level estimates of our coverage areas when using Services outdoors under optimal conditions. Coverage is not available everywhere. Coverage and Service speeds may depend on the Service purchased. Actual speeds will vary. Estimating wireless coverage, signal strength, and Service speed is not an exact science. There are gaps in coverage within our estimated coverage areas that –along with other factors both within and beyond our control (for example, network problems, network or Internet congestion, software, signal strength, your Device, structures, buildings, weather, geography, topography, server speeds of the websites you access, actions of third parties, etc.) – may result in dropped or blocked connections, slower Service speeds, or otherwise impact the quality of Service. Services that rely on location information such as E911 and GPS Navigation, depend on your Device's ability to acquire satellite (typically not available indoors) and network coverage. While your Device is receiving a software update, you may be unable to use your Device in any manner until the software update is complete.

## About Data Services & Content

Our data Services and your Device may allow you to access the Internet, text, pictures, video, games, graphics, music, email, applications, sound and other materials ("Data Content") or send Data Content elsewhere. Some Data Content is available from our vendors, or us while other Data Content can be accessed from others (for example, third party websites, games, ringers, applications, etc.). We make absolutely no guarantees about the Data Content that you access on your Device. Data Content may be: (1) unsuitable for children/minors; (2) unreliable or inaccurate; or (3) offensive, indecent, or objectionable. You are solely responsible for evaluating the Data Content accessed by you or anyone through you Services. We strongly recommend that you monitor your data usage by children/minors. Data Content from third parties may also harm your Device or its software. We are not responsible for any Data Content.

We are not responsible for any damage caused by any Data Content that you access through your Services, that you load on your Device, or that you request that our representatives access or load on your Device. To protect our networks and Services or for other reasons, we may place restrictions on accessing certain Data Content (such as certain websites, applications, etc.); impose separate charges; limit throughput or the amount of data that you can transfer; or otherwise limit or terminate Services. If we provide you storage for Data Content that you have purchased, then we may delete the Data Content without notice or place restrictions/limits on the use of storage areas. Data Content stored on a Device, transmitted over our networks, or stored by Access Wireless may be deleted, modified, or damaged. You may not be able to make or receive voice calls while using data Services. Data Content provided by our vendors or third parties is subject to cancellation or termination at any time without notice to you and you may not receive a refund for any unused portion of the Data Content.

## **Specific Terms & Restrictions On Using Data Services**

In addition to the rules for using all of our other Services, unless we identify the Service or Device that you have selected as specifically intended for that purpose (for example, wireless routers, Data Link, etc.), you can't use our data Services: (1) with server devices or host computer applications, or other systems that drive continuous, heavy traffic or data sessions; (2) as a substitute or backup for private lines or frame relay connections; or (3) for any other unintended use as we determine in our sole discretion. We reserve the right to limit, suspend, or constrain any heavy, continuous data usage that adversely impacts our networks' performance or hinders access to our networks. If your Services include Web or data access, you also can't use your Device as a modem for computers or other equipment, unless we identify the Service or Device you have selected as specifically intended for that purpose (for example, with "phone as modem" plans, mobile broadband card plans, wireless router plans, etc.).

## **Software License**

If Access Wireless provides you software as part of the Service and there are not software license terms provided with the software (by Access Wireless or by a third party), then Access Wireless grants you a limited, revocable, non-exclusive, non-transferable license to use the software to access the Services for your own individual use. You may not sell, resell, transfer, copy, translate, publish, create derivative works of, make any commercial use of, modify, reverse engineer, decompile, or disassemble the software. Access Wireless may revoke this license at any time.

## **Fees, Activation, & Miscellaneous Charges**

Based on our Policies, we may charge activation, prepayment, reactivation, program, or other fees to establish, change, or maintain Services. Certain transactions may also be subject to a charge (for example, convenience payment, changing phone numbers, handset upgrades, etc.). You will be provided notice of these types of fees before we complete the requested transaction.

## **Usage Charges**

The types of charges that you incur will vary depending on the Service used and your service plan. You are responsible for the Services on your account and associated charges, including charges made by a person you permit to have direct or indirect access to your device even if you did not authorize its use. Charges may include, but are not limited to, prepayment for service charges; charges for additional services; and taxes, surcharges, and fees associated with your Services. For the actual usage charges applicable to your Service, see the detailed plan or other information we provide or refer you to during the application or sales process or on our website. Depending on your Services, charges for additional services may include operator and directory assistance, voicemail, call forwarding, data calls, texts, and Web access. If you (the account holder) allow end users to access or use your Device, you authorize end users to access, download, and use Services. You will generally be charged for use of Services before or at the time of use in accordance with your service plan. In certain instances, we may charge at some point after you use the Service. Rates that vary based on the time of access will be determined based on the location of the network.

equipment providing service and not the location of your device or your device's area code (if applicable). Charges are generally deducted from your account balance (for example, pay-per-use charges, subscription charges, etc.), though in some instances you may be able to pay for certain Services through a credit card, debit card, or other payment method. If you have incurred charges or fees that were not charged prior to your account balance reaching a zero balance, we may deduct these outstanding, unpaid charges and fees from any subsequent amounts you add to your account balance.

## Types Of Charges

We typically assess the following types of charges: (1) "pay-per-use charges," which are charges assessed each time a Service is used; (2) "subscription charges," which are charges that allow you access to a Service or provide you a certain amount of use of a Service for a defined period of time. Subscription charges for Services end at 12:01 a.m., in the time zone in which your phone number is based, on the last day of your subscription period. Also, depending on your Service, certain types of subscription charges may be assessed automatically upon activation and automatically assessed for subsequent subscription periods; and (3) "download charges," which are charges assessed when you download or access content, which we collect on behalf of ourselves or third-party content providers.

## How We Calculate Your Charges

**Regular Voice Calls:** We round up partial minutes of use to the next full minute. Time starts when you press "Talk" or your Device connects to the network and stops when you press "End" or the network connection otherwise breaks. You're charged for all calls that connect, even to answering machines, voicemail, or voice transcription services. You will not be charged for unanswered calls or if you get a busy signal. For incoming calls answered, you're charged from the time shortly before the Device starts ringing until you press "End" or the network connection otherwise breaks. You're charged for the entire call based on the rate that applies to the time period in which the call starts. However, the types of charges actually deducted from your account balance will vary depending on your Service. Call time data displayed on your device may be inaccurate and may not be relied upon for determining charges to your account. Calls are limited to two hours. The call will automatically terminate after two hours.

**Data Usage:** Depending on your Service, you may be charged for data usage. Unless we specifically tell you otherwise, data usage is measured in bytes, kilobytes, megabytes, and gigabytes—not in minutes/time. 1024 bytes equal 1 kilobyte ("KB"), 1024 KB equals 1 megabyte, and 1024 megabytes equals 1 gigabyte. Bytes are rounded up to KB, so you will be charged at least 1 KB for each data usage session ("data session"). Rounding occurs at the end of each data session and sometimes during a data session. Depending on your data Services, usage may be charged against an allowance or on a fixed price per KB, and you may be subject to limitations on the amount of data usage. If you are charged on a fixed price per KB, any fractional cents will be rounded up to the next cent. You are charged for all data directed to your Device's Internet address, including data sessions you did not initiate and for incomplete transfers. As long as your Device is connected to our data networks, you may incur data charges. Examples of data for which you will be charged includes the size of a requested file or Data Content (game, ringer, etc.); Web page graphics (logos, pictures, banners, advertisement, etc.); additional data used in accessing, transporting, and routing the file on our network; data from partial or interrupted downloads; re-sent data; and data associated with

**unsuccessful attempts to reach websites or use applications. These data charges are in addition to any charges for the Data Content itself (game, ringer, etc.). Data used and charged to you will vary widely, even between identical actions or data sessions. Estimates of data usage—for example, the size of downloadable files—are not reliable predictors of actual usage.**

## **Taxes & Government Fees**

You agree to pay all federal, state, and local taxes, fees, and other assessments that we're required by law to collect and remit to the government on the Services that we provide to you. These charges may change from time to time without advance notice. If you're claiming any tax exemption, you must provide us with a valid exemption certificate. Tax exemptions generally won't be applied retroactively.

## **Surcharges**

When imposed, unless prohibited by applicable law or agreement, you agree to pay all surcharges ("Surcharges"), which may include, but are not limited to: Federal Universal Service; various regulatory charges; Access Wireless administrative charges; gross receipts charges and certain other taxes imposed upon Access Wireless; or charges for the costs that we incur and pass along to you. Surcharges are not taxes, and we are not required to assess them by law. They are charges we choose to collect from you, are part of our rates, and are kept by us in whole or in part. The number and type of Surcharges will be provided and may vary depending upon the location of the transaction or the primary account address of the payment method or Device and can change over time. We determine the rate for these charges, and these amounts are subject to change as are the components used to calculate these amounts. We will provide you notice of any changes to Surcharges in a manner consistent with this Agreement (see "Providing Notice To Each Other Under The Agreement" section). However, since some Surcharges are based on amounts set by the government or based on government formulas, it will not always be possible to provide advance notice of new Surcharges or changes in the amount of existing Surcharges. Information on Surcharges is provided during the sales transaction and is available on our website.

## **Disputing Charges**

Any dispute to a charge that we assess you must be made in writing within 60 days of the date we deduct the charge from your account balance. You accept all charges not properly disputed within the above time period.

## **About Account Balances**

To keep your account active and avoid service interruption, you must either maintain a positive account balance at all times or pay any applicable subscription charges (depending on your service plan). Account balances are not transferable, redeemable for cash, or refundable. Charges are deducted from either your account balance or you may be able to pay for certain services with a credit card or debit card. There may be limits on your account administration, for example account balance, number change, and device changes. See the detailed plan or other information we provide or refer you to during the sales transaction for the account status rules that apply to your Service.

**No Refunds of Top-Up and Monthly Charges:** We are not responsible for, nor do we refund, lost, stolen, misused, or damaged Top-Up cards. We do not accept returns of or provide refunds for Top-Up cards. Top-Up cards must be applied to your account within the time specified on the card. All Top-Up sales are final and non-refundable regardless of who uses or possesses your mobile phone or device after you purchase services, and regardless of whether the mobile phone or device is used with your consent or knowledge.

## Establishing or Replenishing Account Balances

Information on how you can establish and maintain an account balance will be provided at activation and is also available at [www.accesswireless.com](http://www.accesswireless.com) or through Access Wireless Customer Care. The replenishment methods available to you will depend on the terms of your Services. A fee may apply to certain replenishment methods. Some service plans may provide for automatic account balance replenishment through, for example, automatic billing to a credit card or debit card or automatic debit from an eligible account with a financial institution. Payment through these methods may be subject to limitations, including, but not limited to, the number of times an account may be debited or charged in a particular time period; the amount that may be debited or charged from an account; or other limitations imposed by us or the financial institution that holds the account.

## Protecting Our Networks & Services

We can take any action to: (1) protect our networks, our rights and interests, or the rights of others; or (2) optimize or improve the overall use of our networks and Services. Some of these actions may interrupt or prevent legitimate communications and usage—for example, message filtering/blocking software to prevent spam or viruses; limiting throughput; limiting access to certain websites, applications or other Data Content; prohibitions on unintended uses (for example, use as a dedicated line or use as a monitoring service); etc. For additional information on what we do to protect our customers, networks, Services and equipment, see our Terms of Use Policy on our website.

## Your Privacy

Our Privacy Policy is available at [www.accesswireless.com](http://www.accesswireless.com). This policy may change from time to time, so review it with regularity and care.

**Call Monitoring:** To ensure the quality of our Services and for other lawful purposes, we may monitor or record calls between us (for example, your conversations with our customer service or sales departments).

**Authentication And Contact:** You (the account holder) may password protect your account information by establishing a personal identification number ("PIN"). You may also set a backup security question and answer in the event you forget your PIN. You agree to protect your PIN, passwords, and other account access credentials like your backup security question from loss or disclosure. You further agree that Access Wireless may, in our sole discretion, treat any person who presents your credentials that we deem sufficient for account access as you or an authorized user on the account for disclosure of information or changes in Service. You agree that we may contact you for Service-related reasons through the contact information that you provide, through the Services or Devices to which you subscribe, or through other available means, including text message, email, fax, recorded message, mobile, residential or business phone, or mail.

**CPNI:** As we provide telecommunications products and Services to you (the account holder), we develop information about the quantity, technical configuration, type, location, and destination of telecommunications products and Services you use, as well as some other information found on your bill ("CPNI"). Under federal law, you have the right, and we have a duty, to protect the confidentiality of your CPNI. For example, we implement safeguards that are designed to protect your CPNI, including authentication procedures when you contact us.

**Third-Party Applications:** If you use a third-party application, the application may access, collect, use, or disclose your personal information or require Access Wireless to disclose your information—including location information (when applicable)—to the application provider or some other third party. If you access, use, or authorize third-party applications through the Services, you agree and authorize Access Wireless to provide information related to your use of the Services or the application(s). You understand that your use of third-party applications is subject to the third party's terms and conditions and policies, including its privacy policy. Be sure that you have reviewed and are comfortable with the third party's policies before using its application on your device.

Information On Devices: Your Device may contain sensitive or personal information (for example, pictures, videos, passwords, or stored credit card numbers). Access Wireless is not responsible for any information on your Device, including sensitive or personal information. If possible, you should remove or otherwise safeguard any sensitive or personal information when your Device is out of your possession or control, for example, when you relinquish, exchange, return, or recycle your Device. By submitting your Device to us, you agree that our employees, contractors, or vendors may access all of the information on your Device. If you exchange, return, or recycle your Device through us, we typically attempt to erase data on your Device but you must remove all data from your Device before you provide it to us.

## Location-Enabled Services

Our networks generally know the location of your Device when it is outdoors and/or turned on. By using various technologies to locate your Device, we can provide enhanced emergency 911 services and optional location-enabled services provided by a third party or us. Network coverage or environmental factors (such as structures, buildings, weather, geography, landscape, and topography) can significantly impact the ability to access your Device's location information and use of location-enabled services.

You agree that any authorized user may access, use, or authorize Access Wireless or third-party location-enabled applications through the Services. You understand that your use of such location-enabled applications is subject to the application's terms and conditions and policies, including its privacy policy. If you activate location-enabled services for devices used by other authorized users, you agree to inform the authorized user(s) of the terms of use for location-enabled applications and that the Device may be located.

## 911 Or Other Emergency Calls

Public safety officials advise that when making 911 or other emergency calls, you should always be prepared to provide your location information. Unlike traditional wireline phones, depending on a number of factors (for example, whether your Device is GPS-enabled, where you are, whether local emergency service providers have upgraded their equipment, etc.), 911 operators may not know your phone number, your location, or the location of your Device. In certain circumstances, an emergency call may be routed to a state patrol dispatcher or alternative location set by local emergency service providers. Enhanced 911 service, ("E911")—where enabled by local emergency authorities—uses GPS technology to provide location information. Even when available, however, E911 does not always provide accurate location information. If your Device is indoors or for some other reason cannot acquire a satellite signal, you may not be located. Some Devices have a safety feature that prevents use of the keypad after dialing 911—you should follow voice prompts when interacting with emergency service providers employing interactive voice response systems to screen calls.

## If Your Device Is Lost Or Stolen

Call us immediately if your Device is lost or stolen because you may be responsible for usage charges before you notify us of the alleged loss or theft. You agree to cooperate if we choose to investigate the matter (provide facts, sworn statements, etc.). We may not credit or refund any account balance if you choose to terminate Services as a result of loss or theft of your Device. If you do not either activate a new device or notify us that you have found your device within 60 days of the suspension of your account, your account will be deactivated, we may assess a charge equal to the balance in your account (which is not refundable), and, if applicable, you will lose your phone number.

## Disclaimer Of Warranties

UNLESS EXPRESSLY PROVIDED IN WRITING OTHERWISE, WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING (TO THE EXTENT ALLOWED BY LAW) ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE

CONCERNING YOUR SERVICES (INCLUDING YOUR DEVICE). WE DON'T PROMISE UNINTERRUPTED OR ERROR-FREE SERVICES AND DON'T AUTHORIZE ANYONE TO MAKE WARRANTIES ON OUR BEHALF.

### **You Agree That We Are Not Responsible For Certain Problems**

You agree that neither we nor our subsidiaries, affiliates, parent companies, vendors, suppliers, or licensors are responsible for any damages resulting from: (a) anything done or not done by someone else; (b) providing or failing to provide Services, including, but not limited to, deficiencies or problems with a Device or network coverage (for example, dropped, blocked, interrupted Services, etc.); (c) traffic or other accidents, or any health-related claims relating to our Services; (d) Data Content or information accessed while using our Services; (e) an interruption or failure in accessing or attempting to access emergency services from a Device, including through 911, Enhanced 911 or otherwise; (f) interrupted, failed, or inaccurate location information services; (g) information or communication that is blocked by a spam filter; (h) damage to your Device or any computer or equipment connected to your Device, or damage to or loss of any information stored on your Device, computer, equipment, or Access Wireless storage space from your use of the Services or from viruses, worms, or downloads of malicious content, materials, data, text, images, video, or audio; or (i) things beyond our control, including acts of God (for example, weather-related phenomena, fire, earthquake, hurricane, etc.), riot, strike, war, terrorism, or government orders or acts. You should implement appropriate safeguards to secure your Device, computer, or equipment and to backup your information stored on each.

### **You Agree That Our Liability Is Limited - No Consequential Damages**

TO THE EXTENT ALLOWED BY LAW, OUR LIABILITY FOR MONETARY DAMAGES FOR ANY CLAIMS THAT YOU MAY HAVE AGAINST US IS LIMITED TO NO MORE THAN THE PROPORTIONATE AMOUNT OF THE SERVICE CHARGES ATTRIBUTABLE TO THE AFFECTED PERIOD. UNDER NO CIRCUMSTANCES ARE WE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, MULTIPLE, OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATED TO PROVIDING OR FAILING TO PROVIDE SERVICES IN CONNECTION WITH A DEVICE, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF BUSINESS, OR COST OF REPLACEMENT PRODUCTS AND SERVICES.

DISPUTE RESOLUTION AND ARBITRATION

### **We Each Agree To First Contact Each Other With Any Disputes**

We each agree to first contact each other with any Disputes (defined below) and provide a written description of the problem, relevant documents and supporting information, and the proposed resolution. We agree to contact each other as described in the "Providing Notice To Each Other Under The Agreement" section.

### **State-Specific Information**

Unresolved questions or complaints regarding Lifeline service may be directed to the state offices or agencies listed in the Important Service/Product Specific Terms.

### **Instead Of Suing In Court, We Each Agree To Arbitrate Disputes**

We each agree to arbitrate all Disputes between us, on an individual basis, not on a class wide or consolidated basis. This agreement to arbitrate is intended to be broadly interpreted. In arbitration, there is no judge or jury. However, just as a court would, the arbitrator must honor the terms and limitations in the Agreement and can award damages and relief, including any attorneys' fees authorized by law. The arbitrator's decision and award is final and binding, with some exceptions under the Federal Arbitration Act ("FAA"), and judgment on the award may be entered in any court with jurisdiction. We each also agree as follows:



(1) "Disputes" are any claims or controversies against each other related in any way to or arising out of in any way our Services or the Agreement, including, but not limited to, coverage, Devices, billing services and practices, policies, contract practices (including enforceability), service claims, privacy, or advertising, even if it arises after Services have terminated. Disputes include claims that: (a) you bring against our employees, agents, affiliates, or other representatives; (b) you bring against a third party, such as a retailer or equipment manufacturer, that are based on, relate to, or arise out of in any way our Services or the Agreement; or (c) that we bring against you. It also includes but is not limited to claims related in any way to or arising out of in any way any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory.

(2) If either of us wants to initiate a claim to arbitrate a Dispute, we each agree to send written notice to the other providing a description of the dispute, a description of previous efforts to resolve the dispute, relevant documents and supporting information, and the proposed resolution. Notice to you will be sent as described in the "Providing Notice To Each Other Under The Agreement" section and notice to us will be sent to: Access Wireless, 1 Levee Way, Suite 3104, Newport, KY 41071. We each agree to make attempts to resolve the dispute prior to filing a claim for arbitration. If we each cannot resolve the dispute within forty-five (45) days of receipt of the notice to arbitrate, then we each may submit the dispute to formal arbitration.

(3) The FAA applies to this Agreement and arbitration provision. We each agree that the FAA's provisions—not state law—govern all questions of whether a dispute is subject to arbitration.

(4) Unless we each agree otherwise, the Arbitration will be conducted by a single, neutral arbitrator and will take place in the county of the last billing address of the Service.

(5) The arbitration will be governed and conducted by (a) a neutral third-party arbitrator selected by each of us and based upon rules mutually agreed to by each of us or (b) JAMS. The JAMS rules, including rules about the selection of an arbitrator, filing, administration, discovery, and arbitrator fees, will be conducted under JAMS Comprehensive Arbitration Rules & Procedures. The JAMS rules are available on its website at [www.jamsadr.com](http://www.jamsadr.com). To the extent that this "Dispute Resolution and Arbitration" section conflicts with JAMS's minimum standards for procedural fairness, the JAMS's rules or minimum standards for arbitration procedures in that regard will apply. However, nothing in this paragraph will require or allow us or you to arbitrate on a class wide or consolidated basis.

(6) WE EACH AGREE THAT WE WILL ONLY PURSUE ARBITRATION ON AN INDIVIDUAL BASIS AND WILL NOT PURSUE ARBITRATION ON A CLASS-WIDE OR CONSOLIDATED BASIS. We each agree not to pursue arbitration on a class wide basis. We each agree that any arbitration will be solely between you and Access Wireless (not brought on behalf of or together with another individual's claim). If for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then our agreement to arbitrate doesn't apply and the dispute must be brought in court.

(7) We each are responsible for our respective costs relating to counsel, experts, and witnesses, as well as any other costs relating to the arbitration. However, we will pay for the arbitration administrative or filing fees, including the arbitrator fees. Otherwise the JAMS Comprehensive Arbitration Rules & Procedures and the JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses, Minimum Standards of Procedural Fairness regarding costs and payment apply.

## **Exceptions To Our Agreement To Arbitrate Disputes**

Either of us may bring qualifying claims in small claims court. In addition, this arbitration provision does not prevent you from bringing your dispute to the attention of any federal, state, or local government agency that can, if the law allows, seek relief against us on your behalf

## **No Class Actions**

TO THE EXTENT ALLOWED BY LAW, WE EACH WAIVE ANY RIGHT TO PURSUE DISPUTES ON A CLASSWIDE BASIS; THAT IS, TO EITHER JOIN A CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY OR ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE IN ANY LAWSUIT, ARBITRATION, OR OTHER PROCEEDING.

### **No Trial By Jury**

TO THE EXTENT ALLOWED BY LAW, WE EACH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LAWSUIT, ARBITRATION, OR OTHER PROCEEDING.

### **Indemnification**

You agree to indemnify, defend, and hold Access Wireless and our subsidiaries, affiliates, parent companies, vendors, suppliers, and licensors harmless from any claims arising out of or relating to your actions, including, but not limited to, your use of the Service and any information you submit, post, transmit, or make available via the Service; failing to provide appropriate notices regarding location-enabled services (see "Location-Enabled Services" section); failure to safeguard your passwords, backup question to your shared secret question, or other account information; or violating this Agreement or any policy referenced in this Agreement, any applicable law or regulation, or the rights of any third party.

### **Providing Notice To Each Other Under The Agreement**

Except as the Agreement specifically provides otherwise, you must deliver written notice to us by mail to Access Wireless, 1 Levee Way, Suite 3104, Newport, KY 41071. We will provide you notice by correspondence to your last known address in our records, to any fax number or email address you've provided us, by calling you on your Device or any other phone number you've provided us, by voice message on your Device or any other phone number you've provided us, or by text message on your Device.

### **Other Important Terms**

Subject to federal law or unless the Agreement specifically provides otherwise, this Agreement is governed solely by the laws of the state encompassing the area code assigned to your Device, without regard to the conflicts of law rules of that state. If either of us waives or doesn't enforce a requirement under this Agreement in an instance, we don't waive our right to later enforce that requirement. Except as the Agreement specifically provides otherwise, if any part of the Agreement is held invalid or unenforceable, the rest of this Agreement remains in full force and effect. This Agreement isn't for the benefit of any third party except our corporate parents, affiliates, subsidiaries, agents, and predecessors and successors in interest. You can't assign the Agreement or any of your rights or duties under it. We can assign the Agreement without notice. You cannot in any manner resell Devices or Services to another party. You cannot export any Device. The Agreement and the documents it incorporates make up the entire agreement between us and replace all prior written or spoken agreements—you can't rely on any contradictory documents or statements by sales or service representatives. The rights, obligations, and commitments in the Agreement that—by their nature—would logically continue beyond the termination of Services (for example, those relating to billing, payment, 911, dispute resolution, no class action, no jury trial) survive termination of Services.

### **Trademarks and Licenses**

The i-wireless brand and family of marks are registered trademarks used under license by i-wireless LLC. Sprint and Sprint PCS are registered trademarks of Sprint Nextel. You agree not to infringe, misappropriate or otherwise violate the intellectual property rights of i-wireless, Sprint or any other carrier. You agree that a violation of this paragraph causes harm that cannot be fully redressed by monetary damages, and that in the event of such violation or

threatened violation, i-wireless is entitled to immediate injunctive relief, without posting a bond or additional security, in addition to all other rights and remedies available

## Important Service/Product Specific Terms

Effective 09/20/12

These terms are subject to the Access Wireless General Terms and Conditions. Prices, rates, offers and programs are subject to change without notice, may not be available with all devices or in all markets/retail locations, or combinable with other promotions/options. Monthly service charges are not refunded or prorated if service is terminated or modified before your next payment date. Unused monthly service allotments, including, but not limited to, plan minutes, messages or data allotments, expire at the end of each monthly plan period or when a customer switches service plans and do not carry forward except when additional funds (minimum of \$10 to their account within the previous 60 days or when a FREE MINUTES reward credit has been applied to the account within the prior 45 days. A maximum cap of 1500 minutes applies. Any minutes beyond the 1500-minute cap may not be applied. Partial minutes of use are rounded up to the next whole minute.

## Nature of our Service

Access Wireless is brought to you by i-wireless LLP on the Sprint-owned network and is a Lifeline Assistance program supported by the federal Universal Service Fund program ("Lifeline Assistance"). Access Wireless service is limited to eligible customers (varies by state and subject to continued verification) and is non-transferable. Only one Lifeline Assistance benefit (wireless or wireline) per household is allowable. The primary use of your free device must be for domestic purposes within the Sprint-owned network and for other purposes outlined in our offers. Domestic means use in the 48 contiguous states, Hawaii, DC, Puerto Rico and the Virgin Islands. Consumers who make willful false statements to obtain benefits may be punished by fine or imprisonment or may be barred from the program.

## Messaging (text, picture, video, email and IM):

Domestic & international rates are subject to change. Standard message rates are charged when a message is sent or received, whether read or unread, viewed or unviewed, solicited or unsolicited. International: International calls are charged at the per-minute rate for the country being called plus your standard airtime rate. International long distance rates vary & are subject to change without notice (visit [www.accesswireless.com](http://www.accesswireless.com) for current rate information). GPS Navigation: Environment may limit GPS location information. Third-Party Content: Subscribers may purchase mobile content on a per-item or monthly basis from Access Wireless or i-wireless storefronts and other entities. Content fees will be deducted from subscriber's account balance. Subscribers are responsible for all billed content, including content purchased by others authorized to use devices on the account. Call customer service for information on usage controls (e.g., account blocking tools). Local phone numbers may not be available in certain markets. Additional fees may apply for phone number or equipment change requests processed by customer service. You can request to change your mobile phone number up to three times each year. You may check your balance at any time free of charge online at [www.accesswireless.com](http://www.accesswireless.com) or from your mobile phone. Your account history is available online for 60 days unless you switch service options.

## Adding Funds to Your Account

You must add money to create a cash balance in your Access Wireless account to pay for data services (e.g. third-party content) or for wireless usage after the free plan's monthly allotment of 250 voice minutes or text message. Funds can be added using one of Access Wireless' Payment methods (credit, debit, PIN or Top-Up card). Customers can add a maximum of \$50 to their accounts in a single transaction. Funds cannot be used for any other wireless service. Adding funds through Access Wireless customer service may result in processing fees. State, local sales taxes and fees may apply when adding funds to your account.

## Payments & Chargebacks

Your payment date (when applicable) is the date you subscribe to one of our paid-for plans. We will first attempt to deduct payment for monthly services from your account balance and then will apply the charge to any registered payment method on file with Access Wireless. We reserve the right to suspend service for up to 30 days if a credit card or debit card charge we deem authorized for your account is disputed. If a chargeback is not resolved/reversed at the end of the 30-day period, the account will be deactivated and remaining funds in the account will be lost. We may terminate service for multiple chargebacks or require that funds be added solely by Top-Up.

## Account Activity Requirement

You must actively use your Access Wireless service. If you do not make or answer a voice call or purchase minutes at least once during any 60-day period, Access Wireless will provide you with a notice of inactivity to inform you that you must use the service within 30 days or be de-enrolled from the Lifeline program. If you receive a notice of inactivity, you must make or answer a voice call at least once during the 30-day period following the notification or confirm that you would like to continue receiving Lifeline service in order to remain eligible and avoid termination of your Access Wireless Lifeline service.

## Maintaining Eligibility and Service

You will receive Lifeline service from Access Wireless as long as you meet and continue to verify the Access Wireless eligibility requirements. If Access Wireless has reason to believe that you are no longer eligible to receive your Lifeline benefit for any reason, including but not limited to instances in which (1) you have notified us of your ineligibility; (2) you have failed to respond to a request by Access Wireless to confirm your eligibility and/or address by the response date provided; (3) you have responded to a request by Access Wireless to confirm your eligibility, but failed to submit adequate proof of your eligibility status; or (4) a state or federal agency alerts Access Wireless to your ineligibility, Access Wireless will notify you of impending termination of your Access Wireless Lifeline service. You will have 30 days to respond to this notice. Confirmation of eligibility must occur during this 30 days or your Access Wireless Lifeline service will be terminated. If your eligibility is not confirmed prior to the end of the applicable 30-day period following notification of inactivity or impending termination, you will lose any free monthly minutes remaining in your account and you will no longer receive a monthly allocation of free minutes.

## Transition Period after Termination of Lifeline Service

For 150 days after termination of Access Wireless Lifeline service, if you have a sufficient balance in your account, you will be charged 10¢ for each additional minute you use. During this 150-day period, you may choose to switch to an i-wireless rate plan and keep your phone number by calling 1-866-594-3644. After the end of this 150 day-period, your account will expire, and we will deactivate your service. If your account expires or is terminated, you will lose your phone number, and Access Wireless will assess you a termination charge equal to the value of the balance in your account.

## Prohibited Network Uses

To ensure that all customers have access to reliable services provided at a reasonable cost, you may not use our service in a manner that interferes with another Access Wireless or i-wireless customer's use of our service or disproportionately impacts Access Wireless/i-wireless' network resources. Access Wireless reserves the right, without notice or limitation, to terminate individual calls, or after providing notice to you, offer you a different service plan with no unlimited usage components, limit data throughput speeds or quantities, or deny, terminate, end, modify, disconnect or suspend your service, or decline to renew your service, if you engage in any of the prohibited voice or data uses detailed below or if Access Wireless, in its sole discretion, determines action is necessary to protect its wireless networks from harm or degradation.

## Examples of Prohibited Voice Uses

Access voice services are provided solely for live dialogue between, and initiated by, two individuals for personal use & as otherwise described in this policy. Access Wireless voice services may not be used for any other commercial purposes including, but not limited to, conference calling, monitoring services, data transmissions, transmission of broadcasts, transmission of recorded material, interconnection to other networks, telemarketing, autodialed calls, other commercial uses, or other connections that do not consist of uninterrupted live dialogue between two individuals.

## Examples of Prohibited Data Uses

Access Wireless data services are provided solely for purposes of web browsing, messaging, and similar data activities. You may not use the data service: (1) with server devices or host computer applications or other systems that drive continuous heavy traffic or data sessions, including, but not limited to, disproportionate web camera posts or broadcasts, automatic data feeds, automated machine-to-machine connections, peer-to-peer (P2P) file-sharing applications broadcast to multiple servers or recipients such that they could enable "bots" or similar routines; (2) as a substitute or backup for private lines or frame relay connections; (3) to send or receive unusually high numbers of messages; (4) to engage in atypical web usage behaviors; (5) for any activity that adversely affects the ability of other people or systems to use either our wireless services or other parties' Internet-based resources; and (6) for any other reason that, in our sole discretion, harms our network. UNLIMITED USE PLANS: If you subscribe to rate plans, services or features that are described as unlimited, you should be aware that such "unlimited" plans are subject to these Access Wireless/i-wireless Prohibited Network Uses and Access Wireless General Terms and Conditions. Network Management and Performance: Access Wireless telecommunication services are provided on the Sprint network. For important information on Sprint's network management tools, policies and other related information, please visit [www.sprint.com](http://www.sprint.com).

## Return Policy

Access Wireless phones are provided free of charge or can be purchased online, at select Kroger-owned store locations or authorized retailers. Devices purchased directly from Access Wireless or i-wireless can be returned within 14 days of purchase. Customer may return the complete, undamaged device in its original packaging and all of its components along with the original receipt. Devices purchased from other retail locations are subject to the other location's return policy.

## State Dispute Resolution Information

Unresolved questions or complaints regarding Lifeline service may be directed to the following state offices or agencies: Colorado: Colorado Public Utilities Commission, Consumer Affairs, 1560 Broadway, Suite 250, Denver Colorado 80202, Phone 303-894-2070 or 800-456-0858, FAX 303-894-2432, email [PUCconsumer.complaints@dora.state.co.us](mailto:PUCconsumer.complaints@dora.state.co.us). Georgia: Georgia Public Service Commission's Consumer Affairs Unit at 404-656-4501. Kansas: Kansas Corporation Commission, Office of Public Affairs and Consumer Protection, at KCC - Consumer Protection, 1500 SW Arrowhead Road, Topeka, KS 66604 or toll-free 1.800.662.0027 or in Topeka 785.271.3140. Hearing or speech impaired TDD Kansas Relay Center 1.800.766.3777. Massachusetts: Massachusetts Department of Telecommunications and Cable at (800) 392-6066 or (617) 305-3531. Oregon: For Oregon customers, contact the Oregon Public Utility Commission Consumer Services Section at 1-800-522-2404, [puc.consumer@state.or.us](mailto:puc.consumer@state.or.us), or P.O. Box 2148, Salem, OR 97308. Washington: Washington State Office of Attorney General, Consumer Protection Division at 1-800-551-4636.

## Monthly Minute Allocation, Airtime Rates & Usage

While you are enrolled in the Access Wireless program, you will receive a free monthly allotment of airtime minutes as provided for the Access Wireless Lifeline Assistance program approved in your state. Access Wireless airtime is

issued in minute (or unit) increments. Units are deducted from the Access Wireless phone at a rate of one (1) unit per minute or partial minute of use. There is no additional charge for domestic long distance. Use of a wireless system typically begins when you press the "send," "call" or other key to initiate or answer a call and does not end until you press the "end" key or the call is otherwise terminated.

For outbound calls, you may be charged airtime for incomplete and/or busy-no answer calls. Airtime minutes will be deducted for use of other services such as text messaging and accessing the web and downloading content to your Access Wireless phone. No credit or refund is given for dropped calls.

## **250 Minute/Text Credit**

Your free monthly Lifeline credit of 250 free Minutes/Texts will automatically be applied on the first day of your monthly service cycle. These units may be used for making or receiving voice calls or sending and receiving text messages. Incoming and outgoing text messages are deducted from your free monthly airtime credit at a rate of 1 minute per text message. Additional usage of minutes/texts will be charged at the rate of \$0.10 each. Monthly Lifeline airtime credit of 250 Minutes/Texts is applied on the same date each month. Unused Minutes/Texts, Data or Picture Mail will automatically carry forward to the next month when a user adds a minimum of \$10 to their account within the previous 60 days or has earned a FREE MINUTES reward in the prior 45 days. If no additional funds beyond the free monthly Lifeline airtime credit have been applied to the account within 60 days or a FREE MINUTES reward has not been earned in the prior 45 days, any unused Minutes/Texts, Data or Picture Mail will automatically be removed from the account balance prior to the subsequent month's free monthly airtime credit being added. If you use all of your free monthly airtime credit before a new monthly cycle begins and you do not have a sufficient balance in your account, you may not use your phone to make or receive voice calls, (other than 911 emergency calls), until the start of the next monthly cycle.

Expiration date for any funds added to an Access Wireless account will adhere to the standard business rules associated with airtime card/PIN denomination.

## **FREE MINUTES Rewards Program**

The FREE MINUTES rewards program is administered by Access Wireless/i-wireless and Kroger. If you are a registered participant in the FREE MINUTES rewards program, you will earn a free wireless reward for every \$100 spent on qualifying purchases at select Kroger-owned store locations when using a registered Kroger family Shopper's cards, Rewards card, Alternate ID or 1-2-3 Rewards Visa. If you have registered and authorized recurring billing to your 1-2-3 Reward's Visa, you will receive 30 FREE MINUTES of airtime applied to your account balance for every \$100 in qualified spending. You must spend \$100 or more to receive the reward. The total amounts you spend will not be rounded up (i.e. 99¢ will not be rounded up to \$1.00). Rewards minutes may only be redeemed once (1) per household, per \$100 in qualified spending. Qualified purchases do not include payments for taxes, office services, alcohol, tobacco, fuel, tickets, Western Union, Green Dot cards, MoneyPak, Kroger Gift Cards and any purchases prohibited by law. Access Wireless and Kroger reserve the right to exclude other purchases. No coupon or certificate is needed to earn rewards minutes. A maximum of two Kroger family Shopper's cards, Rewards cards or 1-2-3 Rewards Visa cards may be registered against any one Access Wireless MDN. No more than 30 FREE MINUTES can be earned for every \$100 in qualified spending, and a maximum of 1,500 minutes can be earned within a 30-day period. FREE MINUTES are usually applied within 48 hours after the \$100 threshold for qualifying purchases is met.

FREE MINUTES rewards may only be redeemed for Access Wireless service in connection with a qualifying Access Wireless rate plan, requires the use of an Access Wireless or i-wireless phone, and are subject to these Terms and Conditions. Minutes earned under the FREE MINUTES program may be used for making or receiving voice calls, inbound or outbound text messaging, however, these minutes may not be used to send or receive multi-media messages. Access Wireless, i-wireless and Kroger reserve the right to alter, limit or modify the FREE MINUTES rewards program rules, regulations, rewards, reward level, registration process, or to terminate the FREE MINUTES rewards program at their sole discretion, without notice. By participating in the FREE MINUTES rewards program, you

and your household agree to allow Access Wireless to use information collected for the marketing purposes of Access Wireless, i-wireless, Kroger and their respective affiliates. Please see our Privacy Policy for additional details. This is a limited time offer and not available where prohibited by law. Access Wireless users must be registered for the FREE MINUTES rewards program in order to be eligible to receive FREE MINUTES rewards. The FREE MINUTES rewards program is not available in select Food4Less store locations.

Calls made to Access Wireless Customer Care, the IVR by calling 611 or use of any short-code such as #BUY (#289) or #LEFT (#5338) directly from your handset are not deducted from your free monthly airtime credit on a per minute basis and are free of charge.

At the end of the applicable 30-day period following notification of ineligibility, you will lose any free monthly minutes remaining in your account and you will no longer receive a monthly allocation of free minutes. For 120 days after the end of this 30-day period, if you have a sufficient balance in your account, you will be charged 10¢ for each additional minute you use. During this 120-day period, you may choose to switch to an i-wireless plan and keep your phone number by calling 1-866-594-3644. After the end of this 120 day-period, your account will expire and we will deactivate your service. If your account expires, you will lose your phone number, and Access Wireless will assess you a termination charge equal to the value of the balance in your account. This program is a regulated service and requires following certain federal and state requirements. These requirements may change, from time-to-time, which may affect your eligibility or our ability to continue to provide service. Access Wireless reserves the right to discontinue the service at any time.

## Payment Methods for Paid Service Options

For wireless phone usage in addition to your free monthly minute allocation and in order to utilize messaging, data and other enhanced services or features, you must add money to the cash balance of your Access Wireless account.

### Top-Up

You add money to the cash balance of your Access Wireless account by using one of our Top-Up methods. You can Top-Up your account by (1) registering your credit/debit card, or (2) buying Access Wireless or i-wireless airtime cards at any of the Kroger family of store locations. Access Wireless and/or i-wireless airtime cards are available in \$10, \$25 and \$50 denominations. Sales taxes apply. The minimum Top-Up amount when using a credit card or debit card is \$25. The value of any Top-Up amount or card cannot be applied to any wireless service other than Access Wireless.

### Airtime Cards

Purchase an i-wireless card at an authorized distributor, including the Kroger family of stores such as Kroger, Ralphs, Dillons, Fred Meyer, Smith's, King Soopers, City Market, Fry's, Baker's, Owen's, JayC, Hilander, Gerbes, Scott's & Pay Less. To activate an Access Wireless or i-wireless airtime card, simply call 611 dial to redeem the card amount. Each airtime card denomination is valid for a specific number of days, which is published on the back of the card, once the airtime card has been applied to the account. The number of days an airtime card is valid is as follows: \$10 airtime cards are valid for 30 calendar days from the date of activation. \$25 airtime cards are valid for 60 calendar days from the date of activation. \$50 airtime cards are valid for 90 calendar days from the date of activation. \$75 airtime cards are valid for 90 calendar days from the date of activation.

Upon the expiration of such period (i.e. 30/60/90 days), any remaining value will expire, except that if a new airtime card is added before expiration of the period, in which case the expiration on all remaining airtime extends to the expiry date of the new airtime card. Airtime card expiration date is invalid if top-up amount is used towards the purchase of a rate plan, data, text messaging, downloads or picture mail.

### Auto Refill

You can register to automatically refill your account. By registering for Auto Refill, you agree to have the Auto Refill amount you have selected deducted from your credit card or debit card and added to your Access Wireless account once a month on your selected rate plan's monthly renewal date to cover your monthly plan fee. There is a limit of three credit card transactions per phone in a 30-day period. You can set up, modify, or cancel your Auto Refill preferences by logging into your account at [www.accesswireless.com](http://www.accesswireless.com) or by calling Access Wireless at 1-866-594-364.

## **Payment for Services with Cash Balance**

Your cash balance may be used for services such as international calls, Directory Assistance calls, Picture Messaging and Downloads.

## **Account History**

Your account history for the previous 60 days will be available online at [www.accesswireless.com](http://www.accesswireless.com) unless you switch service options, in which case your account history for your new service option will be available online for a period of up to 60 days following the date of your switch. You may request a printed statement detailing 60 days of account history by sending a written request to Access Wireless, 1 Levee Way, Suite 3104, Newport, KY 41071, Attention: Account History.

## **Taxes and Surcharges**

Stated prices for our service options do not include certain taxes or surcharges. Access Wireless charges state and local sales taxes. The amount of these surcharges is subject to change and may vary from time to time and by geographic area. Access Wireless collects sales taxes on all direct Top-Up transactions and, in certain states, regulatory fees. Third party retailers are responsible for collecting sales taxes and in certain states, regulatory fees, for Top-Up transaction that occur through such third party retailers. Taxes and fees are subject to change without notice.

## **Messaging**

You can send and receive text messages of up to 160 characters, including the address and subject line on your Access Wireless phone. There is no character limit for email and instant messages ("IM"). Certain types of messages are device dependent. Standard message rates apply when a message is sent or received, whether it is read or viewed.

## **Preventing Spam**

If you are receiving unwanted text messages ("spam"), contact the source and unsubscribe or remove your mobile phone number from the service. Even if you elect not to receive text messages, you may still receive service alerts from Access Wireless for which there is no charge.

## **Unsolicited Messages**

If you intentionally send spam from your Access Wireless phone, we may terminate your service without further notice.

## **Data Usage on your Access Wireless phone:**

Your data usage will be deducted from the available data balance on your account. If you use your allocation of data before the end of the monthly period, you will be charged for data at the rate of \$0.01 per 10 kilobytes to access the mobile Internet (the "Overage Rate") on each day that you access the mobile Internet for the remainder of the period, provided that you have a sufficient balance in your account.



## Returning Your Access Wireless Phone:

A defective Access Wireless phone may be returned within 14 calendar days from the date in which the phone was received. All equipment must be complete and returned in the original packaging and in good condition to be eligible for a comparable replacement. Please contact Customer Care to obtain a Return Authorization Number at 1-866-594-3644. This return authorization number must appear on the outside of the shipping package for your return to be processed correctly.

i-wireless LLC Attn: Returns Manager Return Authorization Number \_\_\_\_\_ 1 Levee Way; Suite 3104  
Newport, KY 41071 Include your name, address, home phone number and return authorization number on the original packing list.

## Returning an i-wireless Phone:

In-store purchases of an i-wireless phone may be returned to the place of purchase within 14 calendar days from the date of purchase. All equipment must be complete and returned in the original packaging and in good condition to be eligible for a refund of the purchase price. Proof of purchase is required. Access Wireless and i-wireless airtime cards are not refundable. Equipment purchased beyond 14 days from the date of purchase will not be refundable at the place of purchase.

## Returning an i-wireless Phone Purchased Online:

An i-wireless phone purchased online at [www.krogeriwireless.com](http://www.krogeriwireless.com) may be returned within 14 calendar days from the date that the equipment was received. All equipment must be complete and returned in the original packaging and in good condition to be eligible for a refund of the purchase price. All unused airtime purchased online with a handset will be refunded. Please contact Customer Care to obtain a return authorization number at 1-866-594-3644. This return authorization number must appear on the outside of the shipping package and on the receipt for your return to be processed correctly.

i-wireless LLC Attn: Returns Manager Return Authorization Number \_\_\_\_\_ 1 Levee Way; Suite 3104  
Newport, KY 41071

Include your name, address, home phone number and return authorization number on the original packing list. The credit card used at the time of purchase will be credited 10-15 days after the returned handset is received.

Equipment purchased online beyond 14 days from the date that the equipment is received is not refundable. All mobile phones purchased directly from a Kroger-owned retail location, online at [www.krogeriwireless.com](http://www.krogeriwireless.com), or provided to you through our Lifeline Assistance program include a one-year warranty from the original equipment manufacturer. If you experience a handset malfunction, call Access Wireless at 1-866-594-3644. Defects due to misuse or abuse are not covered under any warranty.

## **ATTACHMENT B**

Proposed Lifeline advertising language and sample advertisements

## **Proposed Advertising Language**

### All advertisements will communicate:

- Only eligible consumers may enroll in the program
- The program is limited to one benefit per household, consisting of either wireline or wireless service;
- Lifeline is a government benefit program

### Additionally, printed collateral and website will explain:

- Documentation necessary for enrollment
- Details of i-wireless' plans
- Consumers who willfully make false statements in order to obtain the benefit can be punished by fine or imprisonment or can be barred from the program

### Sample Language:

Lifeline Assistance is limited to one per household. All Lifeline supported programs are identified as "Lifeline" and may be marketed under other brand names.

Access Wireless is a Lifeline Assistance program supported by the Universal Service Fund. Access Wireless users are subject to the Access Wireless Terms and Conditions of Service available at [www.accesswireless.com](http://www.accesswireless.com). Access Wireless coverage is provided on the Sprint® Network.

You may qualify for Access Wireless if you participate in programs such as Food Stamps, SNAP, or Medicaid.

To determine if you qualify call Access Wireless at 1-800-464-6010 or visit [www.accesswireless.com](http://www.accesswireless.com).

Complaints concerning Lifeline service can be directed to the Washington State Office of the Attorney General, Consumer Protection Division at 800-551-4636.

### Sample Ads:

See attached; see also [www.accesswireless.com](http://www.accesswireless.com)

Note – the sample brochure will be updated to remove the 150-Minute Plan and update information for the 250-Minute Plan and Additional Minutes.



access **WIRELESS**

A Lifeline Assistance program supported by the Universal Service Fund.

**free  
PHONE**



**&**



**250  
FREE  
MINUTES  
OR TEXTS  
EACH MONTH**

You may qualify for Access Wireless if you participate in programs such as Food Stamps, SNAP or Medicaid.

**What do I get with Access Wireless?**

FREE Access Wireless phone & FREE airtime  
FREE voicemail, call waiting, caller ID & 911 access  
FREE domestic long distance  
FREE nationwide coverage on the Sprint® network  
No contracts, monthly bill or activation fees

**To Apply**

BY PHONE  
**1-800-464-6010**

ON THE WEB  
**[www.accesswireless.com](http://www.accesswireless.com)**

# NEED MORE? ADD AIRTIME



**\$10**

**150 Anytime Minutes**  
**UNLIMITED Texts** for 10 days  
**100 MB Data**



**\$25**

**300 Anytime Minutes**  
**UNLIMITED Texts** for 30 days  
**500 MB Data**



**\$50**

**UNLIMITED Minutes &**  
**UNLIMITED Texts** for 30 days  
**1 GB Data**

**SHOP  
HERE**

**TALK  
FREE**

Earn **FREE MINUTES** when you shop  
at these store locations:



With Access Wireless, you can earn **FREE MINUTES** in the checkout line when you shop at participating Kroger-owned stores and use your Shopper's Card. For every \$100 you spend in-store, you'll automatically receive a **FREE MINUTES** reward!\*\* Call 611 from your Access Wireless phone to register.

Unlimited does not mean unreasonable use.

Incoming and outgoing text messages are deducted from free monthly airtime credit on the Access Wireless 250 Minute/Text plan. Additional minutes/texts will be charged at the rate of 10¢ each. Monthly Lifeline credit of 250 Minutes/Texts is applied on the same date each month. Unused Minutes/Text, Data or Picture Mail will automatically carry forward to the next month when a user adds a minimum of \$10 to their account within the past 60 days or has earned a FREE MINUTES reward in the prior 45 days. If no additional funds beyond the free monthly Lifeline credit are applied to the account within 60 days or a FREE MINUTES has not been earned in the prior 45 days, any unused Minutes/texts, Data or Picture Mail will automatically be removed from the account balance. Expiration dates for any funds added to an Access Wireless account will adhere to the standard business rules associated with card/PIN deactivation. Access Wireless users must be registered for the FREE MINUTES rewards program in order to be eligible to receive FREE MINUTES rewards. Rewards will be applied in 20 Minute increments for every \$100 spent in-store on qualifying purchases. Some restrictions apply.

Lifeline Assistance is limited to one economic unit per household. All Lifeline supported programs are identified as "Lifeline" and may be marketed under other brand names.

Access Wireless is a Lifeline assistance program supported by the Universal Service Fund. Access Wireless users are subject to the Terms and Conditions available online at [www.accesswireless.com](http://www.accesswireless.com).

Access Wireless network services are provided on the Nationwide Sprint Network.†

Although Sprint provides Access Wireless subscribers usage of its network and to its wireless services, Access Wireless is responsible for their service. Please call Access Wireless with any questions or comments about services.

† Sprint is a trademark of Sprint Nextel.

\*\* Qualifying purchases only. Food stamps purchases may apply for the rewards program. For details on the FREE MINUTES program, visit [www.accesswireless.com](http://www.accesswireless.com).

Complaints concerning Lifeline service can be directed to the Washington State Office of the Attorney General, Consumer Protection Division at 800-551-4636.

## What is Access Wireless?

When times are tough, it's important to be accessible. Access Wireless is a government-supported program that ensures anyone can get a mobile phone. If you qualify, you'll receive a free wireless phone and a free monthly allotment of minutes so you can stay in contact with friends and family members, be reachable to potential employers and have a means of communicating in case of an emergency.

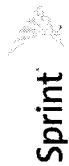
Free Access Wireless phones vary by handset manufacturer and model and are dependent on inventory availability. Pricing listed includes domestic calling only.

Access Wireless is not available in all areas. To determine if Access Wireless is available where you live, please visit [www.accesswireless.com](http://www.accesswireless.com) or call 1-800-464-6010.

To be eligible for the FREE MINUTES Rewards loyalty program, simply register your Shopper's/Rewards card when you activate your phone.

Lifeline Assistance is only available on one wireless phone per household and is available in limited geographic areas. All Lifeline supported programs are identified as "Lifeline" and may be marketed under other brand names.

Access Wireless is a Lifeline Assistance program sponsored by the Universal Service Fund. Access Wireless users are subject to the Access Wireless Terms and Conditions of Service available at [www.accesswireless.com](http://www.accesswireless.com). Access Wireless coverage is provided on the Sprint® Network.



ABBRECIATED BY THE STATE

# access WIRELESS

# access WIRELESS

Access Wireless is a Lifeline Assistance program supported by the Universal Service Fund.

## free PHONE

## &

## UP TO 250 FREE VOICE MINUTES EACH MONTH



You may qualify for Access Wireless if you participate in programs such as food stamps or Medicaid.

For more information, call 1-800-464-6010 or visit [www.accesswireless.com](http://www.accesswireless.com).





## How do I qualify for Access Wireless?

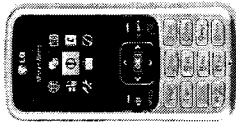
You may automatically qualify for Access Wireless service if you are enrolled in any of the following government programs:

- Medicaid
- Food Stamps/SNAP
- Supplemental Security Income\* (SSI)
- Temporary Assistance to Needy Families (TANF)
- Federal Public Housing Assistance (Section 8)
- Low-Income Housing Energy Assistance Program (LIHEAP)
- National Schools' Free Lunch Program

You may also qualify for Access Wireless service based on your household income.

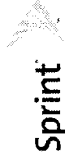
**To determine if you qualify call Access Wireless at 1-800-464-6010 or visit [www.accesswireless.com](http://www.accesswireless.com).**

\*Not the same as Social Security benefits.



## What do I get with Access Wireless?

- **FREE** Access Wireless phone & **FREE** airtime
- **FREE** voicemail, call waiting, caller ID & 911 access
- **FREE** domestic long distance
- **FREE** nationwide coverage on the Sprint® network
- No contracts, monthly bill or activation fees



## To Apply

- BY PHONE  
**1-800-464-6010**
- ON THE WEB  
[www.accesswireless.com](http://www.accesswireless.com)

### PLAN OPTION 1

- 150 minutes/texts  
Automatically applied as a \$15 monthly credit to your account.

ADDITIONAL  
minutes/texts  
**10¢**  
each

- Rollover unused minutes
- Free incoming texts
- Earn **FREE MINUTES** when you shop at participating Kroger-owned stores!

With **Plan Option 1** you can earn **FREE MINUTES** in the checkout line when you shop at participating Kroger-owned stores and use your Shopper's Card. For every \$100 you spend in-store, you'll automatically receive a **FREE MINUTES** reward!

Qualifies for rollover only. Your Shopper's Card may apply to eligible rewards program. See [www.kroger.com](http://www.kroger.com) for details. ©2011 Sprint. All rights reserved.

### PLAN OPTION 2

- 250 minutes/texts

ADDITIONAL  
minutes/texts  
**10¢**  
each

### NEED MORE MINUTES/TEXT?

<b>LOAD A \$10 AIRTIME CARD/PIN</b>	Get <b>Unlimited Text Messaging</b> for 10 days, PLUS 100 Voice Minutes*
<b>LOAD A \$25 AIRTIME CARD/PIN</b>	Get <b>Unlimited Text Messaging</b> for 30 days, PLUS 250 Voice Minutes*
<b>LOAD A \$50 AIRTIME CARD/PIN</b>	Get <b>Unlimited Text Messaging</b> for 30 days, PLUS 500 Voice Minutes*



As an **Access Wireless** user, you can add money to your account by:

- Purchasing an i-wireless airtime card at Kroger-owned stores
- Using a debit or credit card to add minutes
- Purchasing a PIN at convenience stores nationwide



Complaints concerning Lifeline service can be directed to the Washington State Office of the Attorney General, Consumer Protection Division at 800-551-4636.

Consumers who willfully make false statements in order to obtain the benefit can be punished by fine or imprisonment or can be barred from the program.

**ATTACHMENT C**

Lifeline Customer Application Form



**WASHINGTON LIFELINE APPLICATION**

This signed authorization is required in order to enroll you in the Lifeline Program in your state. This authorization is only for the purpose of verifying your participation in these programs and will not be used for any other purpose. Service requests will not be processed until this form has been received and verified by Company.

**Things to know about the Lifeline Program:**

- (1) Lifeline is a federal benefit.
- (2) Lifeline Service is available for only one line per household. A household cannot receive benefits from multiple providers; and
- (3) A household is defined, for purposes of the Lifeline Program, as any individual or group of individuals who live together at the same address and share income and expenses.

Mail application to: **Access Wireless, 420 Progress Drive, Mattoon, IL 61938-9949** OR for faster processing fax to: **1-973-599-6573**

**APPLICANT INFORMATION:**

First Name: \_\_\_\_\_ MI: \_\_\_\_\_ Last Name: \_\_\_\_\_

Residence Address: \_\_\_\_\_ APT/Floor/Other \_\_\_\_\_ This address is:  Permanent  Temporary  Multi-Household  
(No PO Boxes, Must be your principal address)

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_ Contact Telephone Number: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Last 4 digits of your Social Security Number (or Tribal ID Number): \_\_\_\_\_

**I hereby certify that I am currently enrolled in at least one of the following programs: (Check all that apply)**

- |  |  |
|--|--|
| <input type="checkbox"/> Supplemental Nutrition Assistance Program (SNAP) Food Stamps  | <input type="checkbox"/> Refugee Assistance  |
| <input type="checkbox"/> Medical Assistance (including Medicare cost sharing programs) | <input type="checkbox"/> State Family Assistance (SFA)                             |
| <input type="checkbox"/> Supplemental Security Income (SSI)                            | <b>** INDIVIDUALS OR FAMILIES LIVING IN TRIBAL LANDS ONLY</b>                      |
| <input type="checkbox"/> Temporary Assistance for Needy Families (TANF)                | <input type="checkbox"/> National School Lunch Program's Free Lunch Program (NSLP) |
| <input type="checkbox"/> Community Options Program Entry System (COPEs)                | <input type="checkbox"/> Head Start Program (income qualifying standards only)     |
| <input type="checkbox"/> Disability Lifeline (formerly General Assistance)             | <input type="checkbox"/> Bureau of Indian Affairs General Assistance (BIA)         |
| <input type="checkbox"/> DSHS Chore Service  | <input type="checkbox"/> Tribal Temporary Assistance for Needy Families (TTANF)    |

**YOU MUST PROVIDE DOCUMENTED PROOF OF YOUR PARTICIPATION IN THE ABOVE PROGRAMS OR PROOF OF INCOME.**

I certify, under penalty of perjury: **(Initial by Each Certification)**

- \_\_\_\_\_ (1) The information contained in my application remains true and correct to the best of my knowledge and I acknowledge that willfully providing false or fraudulent information to receive Lifeline benefits is punishable by law and may result in me being barred from the program.
- \_\_\_\_\_ (2) That I am a current recipient of the above program, or have an annual household income at or below 135 percent of the FPG
- \_\_\_\_\_ (3) I have provided documentation of eligibility if required to do so.
- \_\_\_\_\_ (4) I am an adult. **There are \_\_\_\_\_ individuals in my household.**
- \_\_\_\_\_ (5) I understand that I and my household can only have one Lifeline-supported telephone service. My telephone company has explained the one-per household requirement. I understand that violation of the one-per-household requirement constitutes a violation of the FCC's rules and will result in my de-enrollment from the lifeline program, and could result in criminal prosecution by the United States Government.
- \_\_\_\_\_ (6) I attest to the best of my knowledge, that I and no one in my household are receiving a Lifeline supported service from any other land line or wireless company such as Safelink, Assurance, or Reachout Wireless.
- \_\_\_\_\_ (7) I understand Lifeline service is a non-transferable, and that I may not transfer my service to any individual, including another eligible low-income consumer.
- \_\_\_\_\_ (8) I understand that if my service goes unused for sixty (60) days, my service will be suspended subject to a thirty (30) day period which I may use the service or contact the Company to confirm that I want to continue receiving Lifeline service from the Company.
- \_\_\_\_\_ (9) I will notify my telephone company within thirty (30) days if I no longer qualify for Lifeline. I understand this requirement and may be subject to penalties if I fail to notify my phone company. Specifically, I will notify my company if:
  - (1) I cease to participate in the above federal or state program or my annual household income exceeds 135% FPG.
  - (2) I am receiving more than one Lifeline supported service;
  - (3) I no longer satisfy the criteria for receiving Lifeline support.
- \_\_\_\_\_ (10) I will notify my phone company within thirty (30) days of moving. Additionally, if my address listed above is a temporary address, I understand that I must re-verify my address with my telephone company every ninety (90) days. If I fail to respond to my telephone companies' address verification attempts within thirty (30) days, I may be de-enrolled from my Lifeline service.
- \_\_\_\_\_ (11) My telephone company has explained to me that I am required each year to re-certify my continued eligibility for Lifeline at any time, and that if I fail to do so within thirty (30) days, it will result in the termination of my Lifeline benefit.

X \_\_\_\_\_ / / Shopper Loyalty Number: \_\_\_\_\_  
 APPLICANT'S SIGNATURE (Please use blue or black ink) Date



WA9991999999999

Application Number \_\_\_\_\_ Agent Name \_\_\_\_\_ Dealer/Kroger ID: \_\_\_\_\_

**SOLICITUD PARA OBTENER LIFELINE EN WASHINGTON**

Esta autorización firmada es requerida para inscribirse en el Programa de Lifeline en su estado. Esta autorización es solo para el propósito de verificar su participación en estos programas y no será utilizada para ningún otro propósito. La solicitud de servicio no será procesada hasta que este formulario haya sido recibido y verificado por la Compañía.

Cosas que debe saber sobre el Programa de Lifeline:  
 (1) Lifeline es un beneficio federal.  
 (2) El servicio Lifeline está disponible para solo una línea por cada hogar. Una familia no puede recibir beneficios de varios proveedores; e  
 (3) Un hogar se define, para propósitos del Programa de Lifeline, como cualquier persona o grupo de personas que viven juntos en la misma dirección y comparten ingresos y gastos.

Envíe la solicitud a: **Access Wireless, 420 Progress Drive, Mattoon, IL 61938-9949** o por fax para procesamiento más rápido a: **1-973-599-6573**

**INFORMACIÓN DEL SOLICITANTE:**

Primer Nombre: \_\_\_\_\_ Inicial del Segundo Nombre: \_\_\_\_\_ Apellido: \_\_\_\_\_

Dirección Residencial: \_\_\_\_\_ APTO/Piso/Otro \_\_\_\_\_ Esta dirección es:  Permanente  Temporal  Multi-Hogar  
(No se aceptan PO Boxes, Debe ser su domicilio principal)

Ciudad: \_\_\_\_\_ Estado: \_\_\_\_\_ Código Postal: \_\_\_\_\_ Teléfono de Contacto: \_\_\_\_\_

Fecha de Nacimiento: \_\_\_\_\_ Últimos 4 dígitos de su Número de Seguro Social (o Numeró de ID Tribal): \_\_\_\_\_

**Por la presente, certifico que yo estoy inscrito al menos en uno de los siguientes programas: (Marque todos que apliquen)**

- |  |  |
|--|--|
| <input type="checkbox"/> Estampillas para Alimentos (SNAP)                                     | <input type="checkbox"/> Asistencia para familias Estatales (SFA)  |
| <input type="checkbox"/> Asistencia Médica (incluyendo programas de costos de Medicare)        | <b>** Individuos of Familias Viviendo en Tierras de Tribus Solamente</b>                                   |
| <input type="checkbox"/> Seguridad de Ingreso Suplementario (SSI)                              | <input type="checkbox"/> Programa Nacional Escolar Para Almuerzos Gratuitos (NSLP)                         |
| <input type="checkbox"/> Asistencia Temporal Para Familias Necesitadas (TANF)                  | <input type="checkbox"/> Programa Head Start (criterio de ingresos solamente)                              |
| <input type="checkbox"/> Sistema de entradas para el Programa de Opciones Comunitarias (COPEs) | <input type="checkbox"/> Asistencia General del departamento de Asuntos Indios (BIA)                       |
| <input type="checkbox"/> Línea de Discapacidad Lifeline (previamente Asistencia General)       | <input type="checkbox"/> Asistencia Temporal Administrada a Nivel Tribal para Familias Necesitadas (TTANF) |
| <input type="checkbox"/> Servicio de Quehaceres (DSHS)   |  |
| <input type="checkbox"/> Asistencia para Refugios  |  |

**USTED DEBE PROPORCIONAR PRUEBA DOCUMENTADA DE SU PARTICIPACIÓN EN LOS PROGRAMAS MENCIONADAS O PRUEBA DE INGRESOS.**

Yo certifico, bajo pena de perjurio: (Coloque su Inicial por cada Certificación)

- \_\_\_\_\_ (1) La información contenida en mi solicitud es verdadera y correcta a lo mejor de mi conocimiento y yo reconozco que el proporcionar intencionadamente de información falsa o fraudulenta para recibir los beneficios de Lifeline es penalizado por la ley y puede resultar en su exclusión del programa
- \_\_\_\_\_ (2) Que soy un recipiente actual de los programas anteriores o que tengo un ingreso anual igual o menos del 135 por ciento del nivel Federal de Pobreza (FPG).
- \_\_\_\_\_ (3) He proporcionado la documentación de elegibilidad, si así se requiere.
- \_\_\_\_\_ (4) Yo soy un adulto. **Somos \_\_\_\_\_ individuos en mi hogar.**
- \_\_\_\_\_ (5) Yo entiendo que mi hogar sólo puede tener una línea de Lifeline apoyado por servicio telefónico. Mi compañía telefónica ha explicado el requisito del solo una línea de Lifeline por hogar. Entiendo que la violación del requisito de una línea por hogar constituye en violación de las reglas de la FCC y resultará en cancelación de mi inscripción en el programa de Lifeline y podría resultar en procesamientos criminales por el Gobierno de los Estados Unidos.
- \_\_\_\_\_ (6) Yo testifico a lo mejor de mi conocimiento, que yo y nadie en mi hogar, están recibiendo un servicio de Lifeline apoyado de cualquier teléfono fijo o de otra compañía de telefonía móvil, tales come Safelink, Assurance, o Reachout Wireless.
- \_\_\_\_\_ (7) Entiendo que el servicio Lifeline no es transferible, y que no podre transferir mi servicio a cualquier persona, incluyendo otra persona elegible de bajos ingresos del consumidor.
- \_\_\_\_\_ (8) Entiendo que si mi servicio no es utilizado por sesenta (60) días, mi servicio será suspendido sujeto a un periodo de treinta (30) días que me permite usar el servicio o ponerme en contacto con la compañía para confirmar que deseo continuar recibiendo el servicio Lifeline de la Compañía.
- \_\_\_\_\_ (9) Notificaré a mi compañía de teléfono dentro de treinta (30) días, si no tengo derecho a recibir Lifeline. Entiendo este requisito y puedo estar sujeto a sanciones si no notifico a mi compañía de teléfono. Específicamente, notificaré a mi compañía si yo:
  - (1) Dejo de participar en dicho programa federal o estatal o mi ingreso anual por hogar excede 135% del nivel Federal de Pobreza FPG.
  - (2) Estoy recibiendo más de un servicio de apoyo de Lifeline;
  - (3) He dejado de cumplir con los criterios para recibir asistencia de Lifeline.
- \_\_\_\_\_ (10) Notificaré a mi compañía de teléfono dentro de treinta (30) días de haberme mudado. Además, si mi dirección que aparece arriba es una dirección temporal, entiendo que tengo que volver a verificar mi dirección con mi compañía de teléfono cada noventa (90) días y si no respondo a los intentos de la compañía telefónica de verificación de direcciones dentro de los treinta (30) días, puedo ser de-suscrito del servicio Lifeline.
- \_\_\_\_\_ (11) Mi compañía telefónica me ha explicado que se me requiere volver a certificar mi elegibilidad cada año para continuar con Lifeline, en cualquier momento, y que si no lo hago dentro de los treinta (30) días, resultara en la terminación de servicio Lifeline.

X \_\_\_\_\_ / / Shopper Loyalty Number: \_\_\_\_\_  
 FIRMA DEL SOLICITANTE (Utilicé tinta azul o negra) Fecha

\_\_\_\_\_ Dealer/Kroger ID: \_\_\_\_\_  
 Número de Solicitud Agent Name



WA9991999999999